

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

ANGELO PETINGA,

Plaintiff,

v.

Case No. 8:20-cv-1175-T-33JSS

AXIOS INDUSTRIAL MAINTENANCE  
CONTRACTORS, INC.,  
d/b/a AXIOS INDUSTRIAL GROUP,

Defendant.

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**ORDER**

This matter is before the Court pursuant to the parties' Joint Motion for Approval of FLSA Settlement and Dismissal with Prejudice (Doc. # 23), filed on July 28, 2020. The Court grants the Motion.

**I. Background**

Plaintiff Angelo Petinga filed this Fair Labor Standards Act ("FLSA") case against his former employer in state court on April 10, 2020. (Doc. ## 1-1, 1-2). Petinga alleged violations of (1) the FLSA's overtime provisions, (2) violations of Florida wage law, and (3) violations of the Florida Whistleblower Act. (Doc. # 1-1). Defendant Axios Industrial Maintenance Contractors, Inc. ("Axios") removed

this case to federal court and filed an answer on May 28, 2020. (Doc. ## 1, 7).

Pursuant to the Court's scheduling order, the parties engaged in limited discovery, Petinga filed answers to the Court's interrogatories, and Axios filed a Verified Summary. (Doc. ## 6, 12, 20). On July 14, 2020, the parties participated in a mediation conference before Mark Hanley, Esq., which resulted in a full settlement of this matter. (Doc. # 21). The parties have now filed their joint motion for approval of their FLSA settlement agreement. (Doc. # 23).

## **II. Analysis**

Petinga alleges that Axios violated the overtime provisions of the FLSA. Accordingly, any settlement reached between the parties is subject to judicial scrutiny. See Lynn's Food Stores, Inc. v. United States, 679 F.2d 1350, 1353 (11th Cir. 1982). The parties have reached a settlement wherein it is agreed that Petinga will receive \$1,500 in settlement of his claim, which represents \$750 in back pay and \$750 as liquidated damages. (Doc. # 23 at 3). It has also been agreed that Petinga's counsel will receive \$2,000 in attorney's fees and costs. (Id. at 4).

In the Motion, the parties represent that the attorney's fees to be paid to counsel were negotiated separately and

without regard to the amount to be paid to Petinga for alleged FLSA violations. (Id.). The parties also agree that the "maximum value" of Petinga's wage claim is no more than \$1,312, although the parties dispute the compensability of Petinga's alleged "off the clock" activities and the actual time Petinga spent on such activities. (Id. at 3).

Pursuant to Bonetti v. Embarq Management Company, 715 F. Supp. 2d 1222, 1228 (M.D. Fla. 2009), and other governing law, the Court approves the compromise reached by the parties in an effort to amicably settle this case.<sup>1</sup> The settlement is fair on its face and represents a reasonable compromise of the parties' dispute.

Accordingly, it is


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<sup>1</sup> In Bonetti, the court explained: "if the parties submit a proposed FLSA settlement that, (1) constitutes a compromise of the plaintiff's claims; (2) makes a full and adequate disclosure of the terms of settlement, including the factors and reasons considered in reaching same and justifying the compromise of the plaintiff's claims; and (3) represents that the plaintiff's attorneys' fee was agreed upon separately and without regard to the amount paid to the plaintiff, then, unless the settlement does not appear reasonable on its face or there is reason to believe that the plaintiff's recovery was adversely affected by the amount of fees paid to his attorney, the Court will approve the settlement without separately considering the reasonableness of the fee to be paid to plaintiff's counsel." 715 F. Supp. 2d at 1228.

**ORDERED, ADJUDGED, and DECREED** that:

- (1) The parties' Joint Motion for Approval of FLSA Settlement and Dismissal with Prejudice (Doc. # 23) is **GRANTED**.
- (2) The parties' settlement is approved. This case is **DISMISSED WITH PREJUDICE**.
- (3) The Clerk is directed to **CLOSE THE CASE**.

**DONE** and **ORDERED** in Chambers, in Tampa, Florida, this 29th day of July, 2020.

  
VIRGINIA M. HERNANDEZ COVINGTON  
UNITED STATES DISTRICT JUDGE